

## Exhibit

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PAGE 1 OF 32

ORDER FOR SUPPLIES OR SERVICES					
1 CONTRACT/PURCH ORDER/AGREEMENT NO W9126G19D0040		2 DELIVERY ORDER/CALL NO W912QR20FA002		3 DATE OF ORDER/CALL (YYYYMMDD) 2020 Mar 13	4 REQ / PURCH REQUEST NO W45XMA00733361
6 ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2239		7 ADMINISTERED BY (if other than 6) CIVIL/OPS/ENVIRONMENTAL BR ATTN: JUSTIN BENNETT 600 DR. M.L.KING, JR. PL, RM 821 LOUISVILLE KY 40202-2236		8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS RANDY KINDER EXCAVATING, INC. 12965 CARRIER LN DEXTER MO 63841-9158		CODE 0E9B3 FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11 MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED WOMEN-OWNED
				12 DISCOUNT TERMS	13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15
14 SHIP TO USACE - FORT WORTH DISTRICT RYAN SANDS 819 TAYLOR ST FORT WORTH TX 76102		CODE W9126G		15 PAYMENT WILL BE MADE BY USACE FINANCE CENTER (UFC) 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2,
16 TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/>	PURCHASE <input type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract Reference your quote dated Furnish the following on terms specified herein. REF:		
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME					
Randy Kinder Excavating, Inc.		Signature		Ryan McLaughlin, V.P. of Ops 3-16-20 TYPED NAME AND TITLE <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies	
DATE SIGNED (YYYYMMDD)					
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE					
See Schedule					
18 ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES <b>SEE SCHEDULE</b>			20 QUANTITY ORDERED/ ACCEPTED*	21 UNIT 22 UNIT PRICE 23 AMOUNT
<p><small>* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle</small></p> <p><small>UNITED STATES OF AMERICA TEL: EMAIL: misty.d.bock@usace.army.mil BY: MISTY D BOCK</small></p> <p><small>1170578 Bock CONTRACTING / ORDERING OFFICER</small></p> <p><small>25 TOTAL \$175,577,000.00 26 DIFFERENCES</small></p>					
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED					
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c DATE (YYYYMMDD)	d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28 SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
f TELEPHONE NUMBER			g E-MAIL ADDRESS	32 PAID BY	33 AMOUNT VERIFIED CORRECT FOR
<b>36. I certify this account is correct and proper for payment.</b>			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34 CHECK NUMBER	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35 BILL OF LADING NO	
37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO	42 S/R VOUCHER NO

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6,010,000	Job	\$1.00	\$6,010,000.00

RGV-07 - Design

FFP

Design required for RGV 07 Base to include Segments A, B, & D.

Options 02, 04, and 06 are being exercised at the time of award. The remaining options (01 and 05) are hereby accepted and incorporated. The Contracting Officer may exercise the remaining options by written notice to the Contractor within 240 calendar days after the date of Notice to Proceed (NTP).

The proposal is hereby incorporated into the task order and the Order of Precedence and other design-related requirements apply.

Wage Determinations TX20200030, dated 01/03/2020, and TX20200033, dated 01/03/2020, are hereby incorporated and must be adhered to.

Performance and Payment Bonds are required for this contract. Please submit Performance and Payment Bonds to:

Contracting Division  
 Room 821  
 ATTN: Justin Bennett  
 600 Dr. Martin Luther King Jr. Place  
 Louisville, KY 40202

Notice to Proceed (NTP) for design will be issued to the contractor upon receipt and approval of the bonds.

This task order will be administered by USACE - Fort Worth District (SWF). Procurement Contracting Officer (PCO) authority will be transferred to a SWF PCO after Notice to Proceed has been issued.

Once transferred, a SWF PCO will delegate Contracting Officer Representative (COR) and Administrative Contracting Officer (ACO) authority.

FOB: Destination  
 PURCHASE REQUEST NUMBER: W45XMA00733361

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	NET AMT	
ACRN AA	\$6,010,000.00	
CIN: W45XMA007333610001		\$6,010,000.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		108,655,000	Job	\$1.00	\$108,655,000.00

RGV-07 - Construction

FFP

All work required to complete Construction of Base to include Segments A, B & D, (Stations are listed in 01 00 00.00 44).

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA00733361

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NET AMT	
	\$108,655,000.00

ACRN AA	\$108,655,000.00
CIN: W45XMA007333610002	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1,627,000	Job	\$1.00	\$1,627,000.00

OPTION	RGV-07 - Option 01 - RVSS Monopoles
	FFP

OPTION 01: All work required to complete five (5) RVSS Monopole Towers and Foundations.

The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for fabrication and Installation of the RVSS Tower for Segment A, B, & D according to the criteria in the attached drawings and specifications, complete and ready for use.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA00733361

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NET AMT	
	\$1,627,000.00

W9126G19D0040

W912QR20FA002

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		784,000	Job	\$1.00	\$784,000.00
EXERCISED OPTION	RGV-07 - Option 02 - Design FFP Design required for Option Segments B.				

This option will meet the following requirements and is inclusive of all work in CLINs 0004-0005, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 0.78 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide all-weather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment B.

FOB: Destination  
PURCHASE REQUEST NUMBER: W45XMA00733361

	NET AMT	
ACRN AA	\$784,000.00	
CIN: W45XMA007333610003		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		18,826,000	Job	\$1.00	\$18,826,000.00
EXERCISED OPTION	RGV-07 - Option 02 - Construction FFP	All work required to complete Construction of Option Segment B (Stations shown in 01 00 00.00 44).			

This option will meet the following requirements and is inclusive of all work in CLINs 0004-0005, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 0.78 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide allweather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment B.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA00733361

ACRN AA	NET AMT	\$18,826,000.00
CIN: W45XMA007333610004		\$18,826,000.00

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ITEM NO 0007	SUPPLIES/SERVICES RGV-07 - Option 04 - Design FFP	QUANTITY 1,691,000	UNIT Job	UNIT PRICE \$1.00	AMOUNT \$1,691,000.00
	Design required for Option Segments C.				

This option will meet the following requirements and is inclusive of all work in CLINs 0007-0008, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 3.72 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide allweather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment C.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA00733361

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NET AMT	\$1,691,000.00
ACRN AA	\$1,691,000.00
CIN: W45XMA007333610005	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		16,255,782.77	Job	\$1.00	\$16,255,782.77
EXERCISED OPTION	RGV-07 - Option 04 - Construction FFP All work required to complete Construction of Option Segment C (Stations shown in 01 00 00.00 44).				

This option will meet the following requirements and is inclusive of all work in CLINs 0007-0008, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 3.72 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide allweather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment C.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA00733361

ACRN AA	NET AMT	\$16,255,782.77
CIN: W45XMA007333610006		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		647,000	Job	\$1.00	\$647,000.00
OPTION	RGV-07 - Option 05 - 2 RVSS Monopoles FFP All work required to complete two (2) RVSS Monopole Towers and Foundations.				

The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for fabrication and Installation of the RVSS Tower for Segment C according to the criteria in the attached drawings and specifications, complete and ready for use.

FOB: Destination

NET AMT	\$647,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 EXERCISED OPTION	RGV-07 - Option 06 - Design FFP Design required for Option Segments C.	27,727.40	Job	\$1.00	\$27,727.40

This option will meet the following requirements and is inclusive of all work in CLINs 0010-0011, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 0.19 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide allweather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment C.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA00733361

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	NET AMT	
ACRN AA CIN: W45XMA007333610008	\$27,727.40	

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 W912QR20FA002  
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		3,635,000	Job	\$1.00	\$3,635,000.00
EXERCISED OPTION	RGV-07 - Option 06 - Construction FFP All work required to complete Construction of Option Segment C (Stations shown in 01 00 00.00 44).				

This option will meet the following requirements and is inclusive of all work in CLINs 0010-0011, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 0.19 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide allweather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment C.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA00733361

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ACRN AA	NET AMT	\$3,635,000.00
CIN: W45XMA007333610010		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		19,477,217.23	Job	\$1.00	\$19,477,217.23
EXERCISED OPTION	RGV-07 - Option 04 Construction Funding FFP Funding Only for CLIN 0008 FOB: Destination PURCHASE REQUEST NUMBER: W45XMA00733361				

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ACRN AA	NET AMT	\$19,477,217.23
CIN: W45XMA007333610007		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		215,272.60	Job	\$1.00	\$215,272.60
EXERCISED OPTION	RGV-07 - Option 06 Design Funding FFP Funding Only for CLIN 0010 FOB: Destination PURCHASE REQUEST NUMBER: W45XMA00733361				

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NET AMT	\$215,272.60
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ACRN AA	\$215,272.60
CIN: W45XMA007333610009	

Section: 00 11 00

USACE DHS-CBP RGV Sector  
 RGV-07 Border Infrastructure Design Build Construction Project RFP  
**<AMENDMENT NO. 0002>**  
**<AMENDMENT NO. 0004>**

CONTRACT LINE ITEM SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Line Item Amount
<b>BASE OFFER:</b> All work required by the Contract exclusive of work required by the Option Items.					
All BASE CLINS will meet the following requirements and are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 10.49 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0", and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use, for Segments A, B & D. A 150-ft enforcement zone (unless noted differently in RFP), shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide all-weather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Segments A, B & D.					
0001	Design required for RGV 07 Base to include Segments A, B, & D.	1	JOB	\$ ***	\$ _____
0002	All work required to complete Construction of Base to include Segments A, B & D, (Stations are listed in 01 00 00.00 44).	1	JOB	\$ ***	\$ _____
<b>TOTAL BASE OFFER</b>					\$ _____

#### OPTIONS

0003	<b>&lt;AM#0002&gt; OPTION 01:</b> All work required to complete four (4) (5) RVSS Monopole Towers and Foundations. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for fabrication and Installation of the RVSS Tower for Segment A, B, & D according to the criteria in the attached drawings and specifications, complete and ready for use. <b>&lt;/AM#0002&gt;</b>	1	JOB	***	\$ _____
<b>TOTAL OPTION 1</b>					\$ _____

Section: 00 11 00

USACE DHS-CBP RGV Sector  
 RGV-07 Border Infrastructure Design Build Construction Project RFP  
**<AMENDMENT NO. 0002>**  
**<AMENDMENT NO. 0004>**

CONTRACT LINE ITEM SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Line Item Amount
<b>OPTION 02:</b> This option will meet the following requirements and is inclusive of all work in CLINs 0004-0005, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 0.78 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide all-weather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment B.					
0004	Design required for Option Segments B	1	JOB	\$ ***	\$ _____
0005	All work required to complete Construction of Option Segment B (Stations shown in 01 00 00.00 44).	1	JOB	\$ ***	\$ _____
<b>TOTAL OPTION 2</b>					\$ _____
<b>&lt;AM#0002&gt;</b> 0006	<b>OPTION 03:</b> All work required to complete one (1) RVSS Monopole Towers and Foundations. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for fabrication and Installation of the RVSS Tower for Segment B according to the criteria in the attached drawings and specifications, complete and ready for use.	+	JOB	***	\$ _____
<b>TOTAL OPTION 3</b>					<b>DELETED</b> <b>&lt;/AM#0002&gt;</b>

Section: 00 11 00

USACE DHS-CBP RGV Sector  
 RGV-07 Border Infrastructure Design Build Construction Project RFP  
**<AMENDMENT NO. 0002>**  
**<AMENDMENT NO. 0004>**

CONTRACT LINE ITEM SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Line Item Amount
<b>OPTION 04:</b> This option will meet the following requirements and is inclusive of all work in CLINs 0007-0008, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 3.72 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide all-weather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment C.					
0007	Design required for Option Segments C	1	JOB	\$ ***	\$ _____
0008	All work required to complete Construction of Option Segment C (Stations shown in 01 00 00.00 44).	1	JOB	\$ ***	\$ _____
<b>TOTAL OPTION 4</b> \$ _____					
0009	<b>OPTION 05:</b> All work required to complete two (2) RVSS Monopole Towers and Foundations. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for fabrication and Installation of the RVSS Tower for Segment C according to the criteria in the attached drawings and specifications, complete and ready for use.	1	JOB	\$ ***	\$ _____
<b>TOTAL OPTION 5</b> \$ _____					

Section: 00 11 00

USACE DHS-CBP RGV Sector  
 RGV-07 Border Infrastructure Design Build Construction Project RFP  
**<AMENDMENT NO. 0002>**  
**<AMENDMENT NO. 0004>**

## CONTRACT LINE ITEM SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Line Item Amount
<b>OPTION 06:</b> This option will meet the following requirements and is inclusive of all work in CLINs 0010-0011, which are not to be executed separately. The Contractor shall furnish and provide all design, all materials, all labor, and all equipment necessary for construction of 0.19 miles of new 30' Primary Bollard Fence with 11 gauge steel sheathing along the upper 5'-0" and bottom angle iron brace, according to the criteria in the attached drawings and specifications, TI Design Standards, complete and ready for use. A 150-ft enforcement zone (unless noted differently in RFP) shall be established. This zone is to be cleared of existing structures/debris and graded. Other work associated with the construction includes 24-ft wide all-weather maintenance and patrol roads, mechanical gates, border lighting, power conduit, Fiber Optic Communications Cable, and the relocation of above and underground utilities impacted by the project for Option Segment C.					
0010	Design required for Option Segments C	1	JOB	\$ ***	\$ _____
0011	All work required to complete Construction of Option Segment C (Stations shown in 01 00 00.00 44).	1	JOB	\$ ***	\$ _____
<b>TOTAL OPTION 6</b> \$ _____					
<b>TOTAL ALL OPTIONS</b> \$ _____					
<b>TOTAL OFFER (BASE + OPTIONS)</b> \$ _____					
<b>&lt;AM#0004&gt;</b> <del>*Contract Duration in Calendar Days After the _____*</del> <del>Notice to Proceed is Received (Not To Exceed the maximum time stated in Section 01-00-00.00-44 DESIGN AND CONSTRUCTION SCHEDULE)</del> _____ Days <b>&lt;/AM#0004&gt;</b>					

Section: 00 11 00

RGV-07 Border Infrastructure Design Build Construction Project RFP

**CONTRACT LINE ITEM SCHEDULE**

NOTES:

NOTE NO. 1. To better facilitate the receipt and proposal process, all modifications to proposals are to be submitted on copies of the latest Contract Line Item (CLIN) schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to line items, all Offerors should state their revised prices for each item.

NOTE NO. 2. Offerors must insert a price on all numbered items of the CLIN Schedule. Failure to do so may result in the offer being unacceptable.

**NOTE NO. 3. CONDITIONS GOVERNING EVALUATION OF OFFERS AND AWARD OF CONTRACTS:**

The Government may require the delivery of the numbered line items, identified in the schedule as option items, in the quantity and at the price stated in the schedule. Subject to the availability of funds, the Contracting Officer may exercise the option by written notice to the Contractor within the time indicated from the Task Order Notice to Proceed.

NOTE NO. 4. All the extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the offer.

NOTE NO. 5. All CLINs identified as design include costs for efforts related to the design of the complex, as well as any related costs for the contractor's coordination during design. In general, include engineering and designer costs for efforts after the Design Complete or Issued for Construction documents in the construction CLIN's.

NOTE NO. 6. Include all costs for coordination and accommodation of Government-Furnished, Government-Installed Equipment as described in Section 01 00 50 in the Contract Line Items for construction of the associated facilities.

NOTE NO. 7. At the option of the Government, the Government may require the Contractor to perform the work identified as Optional line item(s) at the price(s) stated in the CLIN Schedule. The Contracting Officer may exercise one or more of the Option(s) by written notice to the Contractor within 240 calendar days after the date of the issuance of Notice to Proceed. Exercise of the Option(s) shall be evidenced on Standard Form 30, citing FAR 52.217-7, as the authority for exercising the Option. The Option shall be deemed exercised at the time the Government deposits the SF30 in the mail or, if earlier, at the time it is delivered to the Contractor.

**NOTE NO. 8. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

Section: 00 11 00

RGV-07 Border Infrastructure Design Build Construction Project RFP

**CONTRACT LINE ITEM SCHEDULE**

NOTE NO. 9. Offerors are advised that this requirement may be delayed, cancelled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

NOTE NO. 10. Any proposal that is materially unbalanced as to prices for the Base Schedule may be rejected. An unbalanced proposal is one that is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work and can also exist where only overpricing or underpricing exists.

NOTE NO. 11. Proposed Prices must be valid for at least 90 calendar days after proposal submission.

END OF CLIN SCHEDULE

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	04-OCT-2021	6,010,000	USACE - FORT WORTH DISTRICT RYAN SANDS 819 TAYLOR ST FORT WORTH TX 76102 817-886-1970 FOB: Destination	W9126G
0002	04-OCT-2021	108,655,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0003	04-OCT-2021	1,627,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0004	04-OCT-2021	784,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0005	04-OCT-2021	18,826,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0007	04-OCT-2021	1,691,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0008	04-OCT-2021	16,255,782.77	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0009	04-OCT-2021	647,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0010	04-OCT-2021	27,727.40	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0011	04-OCT-2021	3,635,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0012	04-OCT-2021	19,477,217.23	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0013	04-OCT-2021	215,272.60	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G

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## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 09 NA X 2019 3122 000 0000 CCS: 999 M2 2019 09 2455 0WDDHS 96412 3230 294JD4  
AMOUNT: \$175,577,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W45XMA007333610001	\$6,010,000.00
	0002	W45XMA007333610002	\$108,655,000.00
	0004	W45XMA007333610003	\$784,000.00
	0005	W45XMA007333610004	\$18,826,000.00
	0007	W45XMA007333610005	\$1,691,000.00
	0008	W45XMA007333610006	\$16,255,782.77
	0010	W45XMA007333610008	\$27,727.40
	0011	W45XMA007333610010	\$3,635,000.00
	0012	W45XMA007333610007	\$19,477,217.23
	0013	W45XMA007333610009	\$215,272.60

Section H - Special Contract Requirements

**WAGE RATES**

General Decision Number: TX20200030 01/03/2020

Superseded General Decision Number: TX20190030

State: Texas

Construction Type: Highway

Counties: Brooks, Dimmit, Duval, Jim Hogg, Kenedy, La Salle, Maverick, McMullen, Starr, Uvalde, Willacy, Zapata and Zavala Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

\* SUTX2011-011 08/09/2011

Rates	Fringes
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CONCRETE FINISHER (Paving and Structures).....\$ 12.80

FORM BUILDER/FORM SETTER (Structures).....\$ 12.82

**LABORER**

Asphalt Raker.....	\$ 11.40
Flagger.....	\$ 9.08
Laborer Utility.....	\$ 11.50
Laborer, Common.....	\$ 10.03
Pipelaying.....	\$ 11.67
Work Zone Barricade	
Servicer.....	\$ 12.96

**POWER EQUIPMENT OPERATOR:**

Asphalt Distributor.....	\$ 14.03
Asphalt Paving Machine.....	\$ 12.53
Broom or Sweeper.....	\$ 10.23
Foundation Drill, Truck Mounted.....	\$ 17.54
Loader Backhoe.....	\$ 13.21
Mechanic.....	\$ 16.61
Motor Grader Operator, Rough.....	\$ 14.47
Motor Grader, Fine Grade....	\$ 17.47
Pavement Marking Machine....	\$ 16.65
Roller, Other.....	\$ 12.04
Scraper.....	\$ 11.22
Spreader Box.....	\$ 13.45

Servicer.....\$ 12.43

Steel Worker (Reinforcing).....\$ 17.10

**TRUCK DRIVER**

Lowboy-Float.....	\$ 15.63
Single or Tandem Axle Dump..	\$ 13.08

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**WELDERS** - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

W9126G19D0040

W912QR20FA002

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General Decision Number: TX20200033 01/03/2020

Superseded General Decision Number: TX20190033

State: Texas

Construction Types: Heavy

#### **PIPELINE - ON-SHORE PIPELINE CONSTRUCTION:**

Counties: Texas Statewide.

#### **PIPELINE - ON-SHORE CONSTRUCTION**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date

0      01/03/2020

SUTX1997-002 01/01/1997

Rates	Fringes
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Laborers:

Drillers.....	\$ 16.08	2.01
Hot Pay.....	\$ 15.58	2.01
Jackhammersmen.....	\$ 15.58	2.01

Loaders.....	\$ 16.08	2.01
Powderman, blasters &		
shooters.....	\$ 16.58	2.01
Unskilled.....	\$ 15.08	2.01
 Pipefitter.....	\$ 36.49	7.45
 Power equipment operators:		
Group 1.....	\$ 22.95	6.05
Group 2.....	\$ 17.54	4.80
Group 3.....	\$ 12.37	3.55
 Truck drivers:		
Group 1.....	\$ 18.82	a
Group 2.....	\$ 18.82	a
Group 3.....	\$ 16.81	a
Group 4.....	\$ 16.04	a
Group 5.....	\$ 15.71	a

## FOOTNOTE

a - \$2.52 PER HOUR PLUS \$41.00 PER WEEK

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Truck Mechanics

GROUP 2 - Lowboy, rollagon or similar type equipment

GROUP 3 - A-Frame, Gin pole, Tandem float (4 & 5 axle) , rubber- tired tractor, fork lift, winch truck, track truck equipment, stringing truck

GROUP 4 - Single axle float (3 axle), flat bed truck (3 axle) dump truck (3 axle), skid truck (3 axle), hot pass (2 axle), Flat bed truck (2 axle) dump truck (2 axle), skid truck (2 axle) water truck (2 axle), pick up, bus jeep, station wagon, swamp buggy or similar type equipment.

GROUP 5 - Stringer bead & hot pass (2 axle), flat bed truck (2 axle), dump truck (2 axle), skid truck (2 axle), water truck (2 axle), pick-up, bus jeep, station wagon, swamp buggy or similar type equipment.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Backhoe, dragline, clam, crane, ditching machine, side booms (except those in

GROUP 2), mechanic, operator on dredges, bulldozer, cleaning machine, coating machine, back filler, motor grader, end loader (3 yd. & over), blending machine, wate-kote machine,equipment welder, track tractor

GROUP 2 - Pipe dream, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor,, farm tractor, road boring machine, end loader (under 3 y.d), fork lift (industrial type), pot fireman (power agitated); straightening machine, boring machine, bombardier (track or tow rig), mobile lubrication & service engineer, hydrostatic testing operator, rollagon or similar type equipment

GROUP 3 Fuel man, oiler or swamper (on trenching machine or shovel- type equipment)

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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#### WAGE DETERMINATION APPEALS PROCESS

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- \* a conformance (additional classification and rate) ruling

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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

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200 Constitution Avenue, N.W.  
Washington, DC 20210

- 4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## Section I - Contract Clauses

UAI 5152.236-9011 DESIGN-BUILD**UAI 5152.236-9011 Design-Build Construction Contracts (MAR 2019)**

(a) Design-Build Contract Order of Precedence. The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the Solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(1) In the event of conflict or inconsistency between any portion of this contract, precedence shall be given in the following order:

- i. Betterments: Any portions of the accepted proposal which both conform to and exceed the requirements of the Solicitation.
- ii. The requirements of the Solicitation. (See also FAR 52.236-21, Specifications and Drawings for Construction)
- iii. All other elements of the accepted proposal.
- iv. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(b) Personnel, subcontractors, and outside associates or consultants. In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

(c) Responsibility of the Contractor for Design. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(1) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(2) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising

out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(3) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(4) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(d) Contractor's Role during the Design Process. The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the design and construction quality control (QC) management programs with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation for eventual submission as Record Drawings.. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(e) Deviating from the Accepted Design. The Contractor must obtain the approval of the Designer of Record and the Government's concurrence, in the form of supplemental agreement to the contract, for any Contractor-proposed revision to the professionally stamped-and-sealed and Government-reviewed final design that has been released for Construction before proceeding with the revision. The Government reserves the right to disapprove such a revision.

(1) The Government reserves the right to non-concur with any revision to the final design that has been released for construction, including those which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

(2) Any Contractor-proposed revision to the design which deviates from the contract requirements (i.e., the Request for Proposal (RFP) and the accepted proposal), will require a bilateral modification (e.g. supplemental agreement) to the contract before any work commences.

(3) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(4) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

(f) Value Engineering after Award. In reference to Federal Acquisition Regulation (FAR) 52.248-3, Value Engineering - Construction, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(1) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(2) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements, which allow the offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted proposal a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions

to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(3) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(g) **Warranty of Design.** The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph c of this clause, Responsibility of the Contractor for Design.

(1) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(2) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose or host nation law, as applicable to the place of construction performance.

(3) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law. (h) **Government Re-Use of Design.** In conjunction with the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7022, Government Rights (Unlimited), the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and record drawing documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than what is specified in section 01 00 00.00 44.

(End of clause)

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount specified in section 01 00 00.00 44.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 240 calendar days after date of Notice to Proceed (NTP). Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

(a) Definitions. “Covered area” means the geographical area described in the solicitation for this contract.

“Deputy Assistant Secretary” means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

“Employer’s identification number” means the Federal Social Security number used on the employer’s quarterly Federal tax return, U.S. Treasury Department Form 941.

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html) .

“Minority” means --

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html) .

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor

in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly

include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

- (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
- (ii) Including the policy in any policy manual and in collective bargaining agreements;
- (iii) Publicizing the policy in the company newspaper, annual report, etc.;
- (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
- (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction

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trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

#### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

REPS AND CERTS

REPS AND CERTS

COMPANY NAME AND ADDRESS:

Randy Kinder Excavating, Inc.

Dba RKE Contractors

12965 Carrier Lane

Dexter, MO 63841

PRIMARY POINT OF CONTACT:

NAME: Ryan McLaughlin

PHONE NUMBER: 573.624.5277

EMAIL ADDRESS: [ryanm@rkecontractors.com](mailto:ryanm@rkecontractors.com)

BUSINESS SIZE (select one)

Large Business  Small Business  HUBZone Business  8A

Woman-Owned  Service-Disabled Veteran-Owned

Contractor is registered with SAM: YES  NO  (See FAR 52.204-7)

TAX ID #: 43-1372299

CAGE CODE: 0E9B3

UNIQUE ENTITY IDENTIFICATION NUMBER: 119042596 (formerly DUNS Number )

(Note: See FAR 52.204-7. Unique Entity Identifier is a 9 digit numeric code.)